

**Jervis B. Webb Company and United Brotherhood of Carpenters and Joiners of America, Local Union No. 1827, AFL-CIO. Case 28-CA-9482**

March 29, 1991

**DECISION AND ORDER**

BY CHAIRMAN STEPHENS AND MEMBERS  
CRACRAFT AND DEVANEY

On August 7, 1989, Administrative Law Judge Richard J. Boyce issued the attached decision. The General Counsel filed exceptions and a supporting brief, and the Respondent filed an answering brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings, and conclusions only to the extent consistent with this Decision and Order.

The judge concluded that the Respondent did not violate Section 8(a)(5) and (1) of the Act by refusing to furnish requested information to Carpenters Local 1827 because there was no evidence that the Respondent had ever employed bargaining unit employees in Local 1827's jurisdiction, and thus the Respondent had no obligation to bargain with Local 1827. For the reasons set forth below, we disagree.

The Respondent, with its principal office located in Farmington Hills, Michigan, is a national contractor engaged in the building and construction industry as a manufacturer and installer of conveyor systems. In 1970, the Respondent and the United Brotherhood of Carpenters and Joiners of America, AFL-CIO entered into the Standard International Agreement, which bound the Respondent to the terms and conditions of the local union affiliates' labor agreements when it performed carpentry work within the locals' respective territorial jurisdictions. As noted by the judge, the Respondent thus was saved, at least theoretically, from having to enter into separate contracts with the locals when on projects in their jurisdictions.

At all relevant times, Webb of California was engaged in a project at Round Mountain, Nevada, which is in the jurisdiction of Local 1827. Webb of California was not signatory to the Standard International Agreement, or to any agreement with Local 1827 incidental to the Round Mountain project.

By letter dated September 8, 1988,<sup>1</sup> Local 1827's business manager, Dana Wiggins, notified the Respondent that Local 1827 was filing a grievance against it regarding the Round Mountain project. Wiggins believed that the Respondent had been award-

ed the work and had subcontracted a portion of it to a nonunion firm, contrary to the subcontracting clause contained in the 1970 Standard International Agreement and the Local 1827 collective-bargaining agreement.<sup>2</sup>

The Respondent replied by letter dated September 16 that it had not contracted for any work at Round Mountain, and thus the filing of a grievance against the Respondent was inappropriate. By letter dated September 19, Wiggins asked the Respondent if it wished to proceed to the next step of the grievance procedure or directly to arbitration. The Respondent answered, by letter dated September 29, that it believed an error had been made and that it was not engaged in any construction work in Nevada.

By letter dated October 3, Wiggins stated that it was Local 1827's "understanding" that the Respondent and Webb of California "are in fact one and the same company," and that as the Round Mountain project was within Local 1827's jurisdiction, the Respondent was acting without regard for its contractual obligations. The letter further stated that to facilitate the handling of its grievance, Local 1827 needed information concerning the exact relationship between the Respondent and Webb of California, and requested the completion of an enclosed questionnaire.<sup>3</sup>

By letter dated October 13, the Respondent provided a limited portion of the information sought, but refused to provide much of the requested information, stating that it did not agree with Local 1827's assertions that the Respondent was in violation of its agreement, that it and Webb of California were not separate and independent companies, and that the Respondent was performing work on the Round Mountain project.<sup>4</sup>

The parties stipulated that the information sought by Local 1827 "is presumptively relevant . . . if, in fact,

<sup>2</sup> Since at least June 1, 1985, Carpenters Local Union Nos. 1780, 1827, and 2375 have had in effect with the Nevada Chapter Associated General Contractors, Southern Nevada Home Builders Association, Inc., and Southern Nevada Chapter Painting and Decorating Contractors of America, a collective-bargaining agreement covering, inter alia, all carpenter and pile driver work in the southern half of the State of Nevada. This agreement had a June 30, 1988 expiration date, but was extended through September 30, 1988. A successor agreement was reached and signed in September 1988. The agreement contained a three-step grievance/arbitration procedure.

<sup>3</sup> The questionnaire, consisting of 75 questions, asked for such information as, inter alia, the identities of the officers, directors, and stockholders of the Respondent and of Webb of California; the identities of those who "establish or otherwise control labor relations policy" for each; the names of their customers; the details of any "equipment transactions," transfers of personnel and funds, or subcontracting between the two; the location of their bank accounts and accounting, corporate, and other records; and their office locations and the geographic areas where each does business.

<sup>4</sup> In its October 13 letter, the Respondent provided some information in response to questions raised by Local 1827's representatives in a discussion on September 29. This information stated that Round Mountain and Newmont Gold were Webb of California contracts; gave Webb of California's address; stated that payments on the Newmont Gold project, including payroll and fringe benefits, were made by Webb of California or its subcontractors; and stated that the Standard International Agreement does not provide for grievances or arbitration.

<sup>1</sup> All dates are in 1988 unless otherwise indicated.

a collective-bargaining relationship existed between'' them.

The Standard International Agreement did not contain an expiration date or a procedure by which it could be modified or terminated. By letter dated August 15 to signatory employers, the International Union stated that it had enclosed a revised agreement that would ''replace the previous version''; and that contractors who failed to execute and return the revised agreement within 60 days would no longer be considered active signatories to the Standard International Agreement upon completion of all projects in progress, and would be required to sign locally in each area where work would be performed in the future.<sup>5</sup> The Respondent did not execute and return the revised agreement.

The judge noted that the General Counsel did not contend, and the record did not show, that the Respondent and Webb of California were so interrelated that the employees of Webb of California were the employees of the Respondent for purposes of the Act, or that the Respondent in its own name had ever performed unit work in Local 1827's jurisdiction. The judge further stated that an employer's duty to bargain cannot exist unless at least two employees are regularly in the unit, citing *Stack Electric*, 290 NLRB 575 (1988), and *D & B Masonry*, 275 NLRB 1403, 1408 (1985). The judge thus concluded that the Respondent had no obligation to bargain with Local 1827, and therefore did not violate the Act by refusing to provide the requested information.

The General Counsel contends that the judge's reasoning makes no sense as it would require Local 1827 to first establish that an alter-ego relationship exists between the Respondent and Webb of California in order to have the right to obtain the information that would establish whether such a relationship exists. The General Counsel also contends that one-man unit cases such as *Stack Electric* and *D & B Masonry* are inapposite to the instant case. The General Counsel notes that those one-man unit cases involved situations in which a bargaining unit over time had been confined to one or no employees, or the unit currently had one or no employees and the employer could show that such would be the condition in the future. The General Counsel argues that the one-man unit rule should not apply in an 8(f) context, such as here, because under Section 8(f) an employer generally will have no employees at the time it enters into an agreement with a union, but will have employees in the foreseeable future. The General Counsel thus argues that, in the context of an 8(f) agreement, the employer has an obligation to bargain, even if no employees have yet been hired; otherwise, the prehire agreements established by

Section 8(f) would be worthless until employees were actually hired.

Contrary to the judge, we find that the Respondent violated Section 8(a)(5) and (1) by refusing to provide the requested information to Local 1827. We note that the purpose of the information request was to determine the nature of the relationship between the Respondent and Webb of California, if any, and thus to determine whether the Respondent was in fact employing unit employees in Local 1827's jurisdiction by virtue of its relationship with Webb of California. We further note that the parties have stipulated that the information sought is presumptively relevant, if a collective-bargaining relationship existed between them. Thus, we view the judge's reasoning as circular, because it would require the Union to show the inter-relationship between the Respondent and Webb of California before being entitled to receive any of the requested information from the Respondent regarding their relationship.<sup>6</sup> Because the information sought by the Union was necessary to assess whether the Respondent was employing unit employees, we cannot agree with the judge that the Respondent had no obligation to provide the information because the Union was unable to show at this stage that the Respondent employed any unit employees.<sup>7</sup>

In light of his conclusion, the judge found it unnecessary to reach the Respondent's other defenses. As we do not agree with the judge's conclusion, we will address the Respondent's other defenses here.

The Respondent contends that because it did not have a reasonable amount of time to produce the requested information before the Standard International Agreement expired on October 14, and because no duty to bargain remained when the contract expired under the principles espoused for 8(f) contracts in *John Deklewa & Sons*,<sup>8</sup> the Union's information request is now unenforceable. Even assuming that the Standard

<sup>6</sup>With respect to the relevance of the requested information, as noted above the parties stipulated that the information sought is presumptively relevant, if a collective-bargaining relationship existed between them. In any event, we are satisfied that the Union had a sufficient basis for a reasonable belief (1) that there might be a relationship between the Respondent and Webb of California sufficient to make the Respondent an employer of the latter's employees within the jurisdiction of Local 1827 and (2) that its bargaining agreement applies to those employees. See *Barnard Engineering Co.*, 282 NLRB 617, 619-620 (1987).

<sup>7</sup>Although we note, contrary to the General Counsel, that the one-man unit rule can be applied in an 8(f) context (e.g., *Stack Electric*, above; *Searls Refrigeration Co.*, 297 NLRB 133 (1989); and *Garman Construction*, 287 NLRB 88 (1987)), we find such cases, as well as *D & B Masonry*, above, to be distinguishable from the instant case. Each of the above-cited cases involved a situation in which it was known that the employer had one or no employees for a certain period of time. In the instant case, however, there currently are employees at the Round Mountain project; the threshold question is whether they are employees of the Respondent. It is this question which Local 1827's information request seeks to answer, and at this stage we find it inappropriate to invoke the one-man unit rule to excuse the Respondent from giving information which would help to establish whether or not it has employees at the Round Mountain project.

<sup>8</sup>282 NLRB 1375 (1987), enf'd. sub nom. *Iron Workers Local 3 v. NLRB*, 843 F.2d 770 (3d Cir. 1988), cert. denied 109 S.Ct. 222 (1988).

<sup>5</sup>By letter dated November 3, i.e., after the 60-day deadline, the Union extended the deadline for returning the revised agreement until December 31.

International Agreement expired on October 14, we note that the Union requested the information on October 3 to facilitate the handling of its grievance, which was filed on September 8, well before the agreement's alleged expiration. Applying the principles of *Nolde Bros. v. Bakery Workers Local 358*, 430 U.S. 243, 251 (1977), we note that as the grievance here clearly arose prior to the contract's alleged expiration, the expiration of the contract would not terminate the parties' contractual obligation to arbitrate the grievance. As *Nolde* states, "it could not seriously be contended" that contract expiration would terminate the contractual obligation to arbitrate disputes based on preexpiration events. 430 U.S. at 251. We find that the principles of *Nolde* apply even in an 8(f) context, for to hold otherwise would enable an 8(f) employer to commit contractual violations with impunity in the closing days of the contract's term. Although an 8(f) employer is generally free of contractual obligations once its contract has expired, it must abide by the contract during the contract's term; therefore, an 8(f) employer would still be bound to process grievances involving preexpiration events. Thus, as the information requested by Local 1827 here is necessary for it to process its preexpiration grievance, we find that the Respondent's obligation to furnish the requested information continued even after the contract allegedly had expired.

The Respondent also contends that the 1970 Standard International Agreement was not a valid or enforceable contract because it did not contain a duration/termination clause or a commencement date. We find this contention to be without merit. Although the Standard International Agreement did not contain a duration/termination clause or a commencement date, it incorporated by reference the terms and conditions of the local union agreements when a signatory employer was performing carpentry work within the respective territorial jurisdictions of the local unions. Thus, the contractual relationship between the Respondent and the Union was defined by both the Standard International Agreement and the applicable local union agreement.<sup>9</sup> The Local 1827 agreement at issue here contained a duration/termination clause and a commencement date, and we find that the Respondent would be bound by those provisions when performing work within Local 1827's jurisdiction.<sup>10</sup> Thus, we find that the Respondent had an enforceable contractual relationship with the Union, and thus was obligated to provide the Union with the requested relevant information.

## CONCLUSIONS OF LAW

1. The Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. By failing and refusing to provide the Union with the information requested in the Union's letter and questionnaire of October 3, 1988, the Respondent has unlawfully refused to bargain with the Union and has engaged in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act.

4. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

## THE REMEDY

Having found that the Respondent has violated Section 8(a)(5) and (1) of the Act, we shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act. We shall order the Respondent to furnish the requested information.

## ORDER

The National Labor Relations Board orders that the Respondent, Jervis B. Webb Company, Farmington Hills, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively with United Brotherhood of Carpenters and Joiners of America, Local Union No. 1827, AFL-CIO by refusing to furnish the Union with the information requested in the Union's letter and questionnaire of October 3, 1988.

(b) In any like or related manner, interfering with, restraining, or coercing employees in the exercise of rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Promptly furnish the Union, on request, the information requested in the Union's letter and questionnaire of October 3, 1988.

(b) Post at its Farmington Hills, Michigan office, and at the Round Mountain, Nevada jobsite copies of the attached notice marked "Appendix."<sup>11</sup> Copies of the notice, on forms provided by the Regional Director for Region 28, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including

<sup>9</sup> See *Fortney & Weygandt, Inc.*, 298 NLRB 863 (1990).

<sup>10</sup> See *Ted Hicks & Associates*, 232 NLRB 712, 714 fn. 5 (1977).

<sup>11</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

## APPENDIX

### NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT refuse to bargain collectively with United Brotherhood of Carpenters and Joiners of America, Local Union No. 1827, AFL-CIO by refusing to furnish the Union with the information requested in the Union's letter and questionnaire of October 3, 1988.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL furnish the Union, on request, the information requested in the Union's letter and questionnaire of October 3, 1988.

### JERVIS B. WEBB COMPANY

*Cornele A. Overstreet, Esq.*, for the General Counsel.  
*Gregory J. Kamer, Esq.*, of Las Vegas, Nevada, for the Respondent.

## DECISION

### STATEMENT OF THE CASE

RICHARD J. BOYCE, Administrative Law Judge. This matter was tried in Las Vegas, Nevada, on March 23, 1989. The complaint, based on a charge filed by United Brotherhood of Carpenters and Joiners of America, Local Union No. 1827, AFL-CIO (Local 1827) issued on January 20, 1989, and alleges that Jervis B. Webb Company (Respondent) is party to a collective-bargaining agreement with Local 1827 covering carpenters and helpers employed by it within the Local 1827's territorial jurisdiction; that another company, Jervis B. Webb of California (Webb of California) was "awarded a contract to perform, and is performing, work for Echo Bay Mining Corp." within that jurisdiction; that Local 1827 "has had reasonable cause to believe that the Respondent, acting through . . . Webb of California . . . has been doing business within its . . . jurisdiction"; and that Respondent has violated Section 8(a)(5) and (1) of the National Labor Relations Act (Act) since about October 13, 1988, by refusing Local 1827's request for "certain information regarding the

relationship, if any, by and between the Respondent and . . . Webb of California."<sup>1</sup>

Respondent defends that it was under no duty to bargain with Local 1827 at the relevant time, and thus had no obligation to comply with the request.

### I. JURISDICTION, LABOR ORGANIZATION

Respondent, a Michigan corporation, manufactures and installs conveyor systems. The pleadings establish and I find that it is an employer engaged in and affecting commerce within Section 2(2), (6), and (7) of the Act. The pleadings further establish and I find that Local 1827 and its parent organization, United Brotherhood of Carpenters and Joiners of America, AFL-CIO (United Brotherhood) are labor organizations within Section 2(5) of the Act.

### II. THE ALLEGED MISCONDUCT

#### A. Facts

In 1970, Respondent and the United Brotherhood entered into a Standard International Agreement, so called. This brought Respondent under the regional labor contracts to which the local union affiliates of the United Brotherhood were party when doing carpentry work within the respective territorial jurisdictions of those locals. Respondent thus was saved, at least theoretically, from having to enter into separate contracts with the several locals when on projects in their jurisdictions.

Webb of California was engaged on the project in question for Echo Bay Mining Corp. at Round Mountain, Nevada, at relevant times. Round Mountain is in the jurisdiction of Local 1827. Webb of California is not signatory to a Standard International Agreement, nor did it enter into any agreement with Local 1827 incidental to undertaking the Round Mountain project. While Webb of California doubtless is somehow related to Respondent, the General Counsel does not contend, nor does the record show, that the two are a single employer, alter egos, joint employers, or otherwise so connected that Webb of California's employees at Round Mountain were employees of Respondent for purposes of the Act.

The record contains no substantial evidence, moreover, and the General Counsel does not contend, that Respondent ever had bargaining unit employees in its own name at Round Mountain;<sup>2</sup> or, indeed, that it has ever done unit work in the jurisdiction of Local 1827.

By letter dated September 8, 1988, Business Manager Dana Wiggins notified Respondent that Local 1827 was "filing a grievance" against it with regard to the Round Mountain project.

<sup>1</sup> Sec. 8(a)(5) makes it an unfair labor practice for an employer "to refuse to bargain collectively with the representatives of his employees . . . ." Sec. 8(a)(1) states that it is an unfair labor practice for an employer "to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in Section 7." Sec. 7 states in relevant part that "employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection . . . ."

<sup>2</sup> I.e., employees coming under Local 1827's regional contract by virtue of Respondent's being signatory to the Standard International Agreement. The complaint describes the unit as:

All journeymen and apprentice carpenters and their helpers employed by the Respondent within the geographical jurisdiction of Local 1827, excluding watchmen, guards and supervisors as defined in the Act.

tain project. Wiggins was under the impression that Respondent had been awarded the work, and had subcontracted a portion of it to a nonunion firm, The Industrial Company.<sup>3</sup> His letter elaborated that Local 1827 was grieving

due to your lack of compliance with the sub-contractors [sic] clause contained in the . . . [1970] Agreement which you are signatory to with the United Brotherhood . . . ; and also the subcontractors [sic] clause contained in our Local Collective Bargaining Agreement.<sup>4</sup>

Respondent's vice president of field operations, Norris Colley, replied by letter dated September 16, stating:

This is to inform you that [Respondent] has not contracted with Round Mountain Nevada for work relating to the Echo Bay Mining Project. As a result, the filing of any grievance with [Respondent] would be inappropriate.

Wiggins came back by letter dated September 19, asking Colley to inform him whether Respondent "wish[ed] to proceed to the next step of the grievance procedure . . . or . . . directly to Arbitration." Colley's answering letter, dated September 29, asserted that Respondent "believe[s] that an error has been made"; that Respondent "has not been licensed to do construction work in Nevada and is not presently engaged in any such work within the state."

Wiggins rejoined by letter dated October 3, stating that Local 1827 "does not and cannot accept [Colley's] letter of September 29 as a proper answer or resolution" of the grievance; that it is Local 1827's "understanding" that Respondent and Webb of California "are in fact one and the same company"; and that, the Round Mountain project being "within the jurisdiction of" Local 1827, Respondent "is conducting its operations without regard for its contractual obligations."

Wiggins' letter continued:

[T]o fulfill our responsibilities as bargaining agent, and to facilitate the handling of our grievance . . . we must obtain information concerning the exact relationship between [Respondent and Webb of California]. Enclosed herewith is a questionnaire which we request you complete.

. . . .

<sup>3</sup>Wiggins testified that he had informed Respondent's chief engineer, Bill Mensch, of the pendency of the Round Mountain project, in the hope that Respondent would bid on it; and that Mensch reported back that Respondent would be submitting a bid. Wiggins went on that he presently heard—not from Respondent—that Respondent's was the successful bid; that he then called Mensch "and congratulated him on being awarded the job"; that Mensch said Wiggins' "lead had helped"; and that each said he was "looking forward to working with" the other.

Wiggins' recital continued that, "prior to filing the grievance," he was told by Jim Richardson, who reportedly was Respondent's person "in charge of installations," that Respondent would be subcontracting to The Industrial Company.

<sup>4</sup>The Local 1827 contract bore a July 1, 1988 expiration date. Wiggins credibly testified that it was extended through September to ensure continuity pending the negotiation of a successor contract. It set forth 3-step grievance/arbitration procedure "should a controversy, dispute or disagreement arise . . . over the interpretations and operations of this Agreement."

[I]f we have not heard from you within 15 days of the date of this letter, we will be forced to proceed to the courts to compel arbitration.

The questionnaire consisted of 75 questions. They called for such information as the identities of Respondent's and Webb of California's officers, directors, and stockholders; of those who "establish or otherwise control labor relations policy" for each; of their customers; of their "legal counsel in labor relations matters"; of their accountants, bookkeepers, and payroll preparers; and of their insurance carriers. The questionnaire also asked, among other things, for the details of any "equipment transactions," transfers of personnel and funds, or subcontracting between the two; their taxpayer identification and contractor license numbers; the whereabouts of their bank accounts and accounting, corporate, and other records; all of their office locations; and the geographical areas where each does business.

Colley replied by letter dated October 13, stating in part:

We do not accept Local 1827's assertions . . . that [Respondent] is in violation of its . . . Agreement, that [Respondent] and [Webb of California] are not separate and independent companies, that [Respondent] is performing work on the Round Mountain project contrary to the terms of the . . . Agreement and we decline to provide the information that [Local 1827] requests. [Emphasis added.]

Colley's letter added that Webb of California is the contractor on the Round Mountain project; and closed that, while Respondent stood "ready to further discuss the Round Mountain grievance with representatives of Local 1827 or . . . national representatives to resolve this matter," he "note[d] that the [1970] Agreement does not provide for grievances or arbitration."

The parties stipulated that the information sought by Local 1827 "is presumptively relevant . . . if, in fact, a collective-bargaining relationship existed between" them.

The Standard International Agreement contained neither an expiration date, nor a procedure by which it could be modified or terminated. By letter dated August 15, 1988, to signatory employers, the United Brotherhood's general president stated that the United Brotherhood had "developed" a revised agreement, which was enclosed; that it would "replace the previous version"; and that:

Contractors who fail to execute and return this revised Agreement within sixty (60) days will no longer be considered active signatories to the Standard Agreement upon completion of all projects in progress at this time, and will be required to sign locally in each area where work is performed in the future.

Respondent did not execute and return the revised agreement.<sup>5</sup>

<sup>5</sup>By letter to signatories dated November 3—i.e., after the 60-day deadline—the general president "extend[ed] the deadline for returning the new signed Agreement until December 31, 1988."

### B. Conclusion

As noted, the General Counsel does not contend, nor does the record show, that Respondent and Webb of California are so interrelated that the latter's Round Mountain employees were employees of Respondent for purposes of the Act, or that Respondent, in its own name, has ever performed bargaining unit work at Round Mountain or anywhere else in the jurisdiction of Local 1827.

An employer's duty to bargain, even if it is partly to a labor agreement, including that to provide information on the request of the union party to that agreement, cannot exist unless at least two employees are regularly in the unit. As the Board stated in *Stack Electric*:<sup>6</sup>

It is settled that if an employer employs one or fewer unit employees on a permanent basis that the employer, without violating Section 8(a)(5) of the Act, may with-

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<sup>6</sup>290 NLRB 575, 577 (1988), quoting from *D & B Masonry*, 275 NLRB 1403, 1408 (1985).

draw recognition from a union, repudiate its contract with the union, or unilaterally change employees' terms and conditions of employment without affording a union an opportunity to bargain.

I therefore conclude, on the record before me, that Respondent was under no obligation to bargain with Local 1827, and that it consequently did not violate the Act as alleged by rejecting Local 1827's request for information.<sup>7</sup>

### CONCLUSION OF LAW

Respondent, Jervis B. Webb Company, did not violate the Act as alleged.

[Recommended Order for dismissal omitted from publication.]

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<sup>7</sup>See, in addition to *Stack Electric* and *D & B Masonry*, supra fn. 6, *Todd Bldg. Co.*, JD-(SF)-64-(1988), a case nearly identical to the present, in which Administrative Law Judge Richard D. Taplitz concluded that a violation had not occurred. I am administratively advised that no one excepted to Judge Taplitz' decision.